

Affidavit of L. B.

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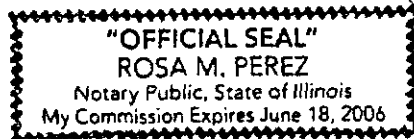
1. I am L. B. and I am over 18 years of age.
2. I am the same L. B. who filed a complaint against Santanna Energy Services with the Citizens Utility Board.
3. I have reviewed a one-page document, allegedly signed by me, which authorizes Santanna Energy Services to provide natural gas to my home.
4. The handwriting that appears on this document is not mine. I have never signed an agreement with Santanna Energy Services.
5. The only thing that I signed relating to Santanna Energy Services was a sheet of paper with signature lines. The Santanna representative that came to my home told me that by signing I would be able to receive savings on my gas bills.
6. The paper that I signed was not the contract that contains my signature.

The foregoing is true and correct to the best of my knowledge and belief.

  
L. B.

Sworn and subscribed to me this 23 day of August.

  
Notary Public



OFFICIAL FILE

ILL. C. C. DOCKET NO. 02-0441

Santanna Cross Exhibit No. 4

Witness \_\_\_\_\_

Date 8/28/02 Reporter CB

Yes! I would like Santanna Energy Services to help my company control natural gas prices  
Fax back this enrollment form to 1-800-877-0673

2002 0628 Contract SES # ABQJC

I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions.

Company (Buyer):

Account Number:

Authorized Signature:

Meter Number:

Name (Print):

Phone:

Fax:

Service Address:

Billing Address:

Billing Contact (Print):

List accounts:

### Natural Gas Agreement

**Price.** Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a Index-Based Rate that fluctuates each month and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary documents, and meet the credit requirements of Seller. The program will include a Nicor Gas program related charge monthly. All utility company related charges are the responsibility of the Buyer.

**Term:** The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing cycle on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time within the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30<sup>th</sup> day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. Also, if buyer exits this agreement for any other reason after the 90 day grace period, buyer shall pay seller \$0.03 per therm for the calculated deliveries seller would have made, during the time from buyers exit date throughout the remainder of this contract. The due date of this payment is the exit date.

**Payments:** Bills not paid by the due date on the Seller's invoice (or invoice of that entity invoicing for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include legal fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on

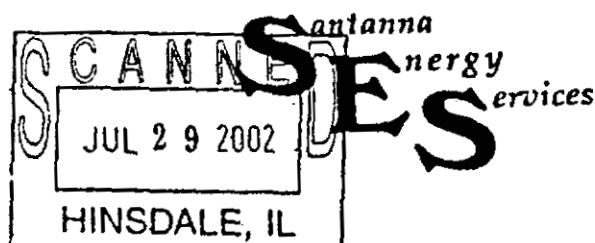
Buyer's behalf related to Gas Sales and transportation under this Agreement

**Credit:** Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

**Agency Agreement:** Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

**Miscellaneous:** The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

**Customer Service:** If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave, Suite 236, Hinsdale, IL 60521; or by telephone at 1-877-SES-4GAS.  
Fax: 1-800-877-0673. - 20020206NicolSelectContract - rev 2-27-02



SES ICC 221